

REMARKS

Initially, Applicant would like to express appreciation to the Examiner for the courtesies that were extended to Applicant's representative during the in person interview held on February 8th. The amendments and remarks made by this response are consistent with the interview discussions.

In the Final Office Action mailed November 17, 2006, claims 1-47 were rejected in view of Wolff and Tyler.¹ Claims 38 and 39 were also rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for purportedly failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. The §112 rejections to claims 38 and 39, are now moot, however, in view of the interview discussions and amendments made to the claims.

In response to the Final Office Action and in an effort to promote clarity and consistency within the claims, various claim amendments have been made by this paper. In particular, claims 1, 23 and 37-40 have been amended, claims 13-21 have been cancelled, and new claims 48-51 have been added, such that claims 1-12 and 22-51 remain pending, of which claims 1, 23, 37 and 40 are the only independent claims that remain at issue.²

As discussed during the interview, the present invention is generally directed toward embodiments for facilitating the negotiation of reinsurance of a risk within a network system that includes a host system interposed between a cedent and one or more assumers and wherein the negotiation includes various stages of communication between the cedent and assumer(s) through the host system. The embodiment presented in claim 1, for instance, recites a method (recited from the perspective of a host system) for facilitating just such a negotiation.

¹ Claims 1-15, 22, 33-34, and 36-43 were rejected under 35 U.S.C. 102(e) as being anticipated by Wolff et al. (US 2002/0029158) hereinafter Wolff. Claims 16-21, 23-32 and 35 were rejected under 35 U.S.C. 103(a) as being unpatentable over Wolff in view of Tyler et al. (US 5,523,942) hereinafter Tyler. Although the prior art status of the cited art is not being challenged at this time, Applicant reserves the right to challenge the prior art status of the cited art at any appropriate time, should it arise. Accordingly, any arguments and amendments made herein should not be construed as acquiescing to any prior art status of the cited art.

² Many of the claim amendments have not been made to narrow the scope of the claims but, rather, have been made to explicitly recite elements that were already inherent in the claims. Support for the various amendments to the claims and for the new claims, which is found throughout the Specification, includes, but is not limited to the disclosure found in paragraphs 10, 25, 33 and 86 of the Specification (as originally numbered in the filed Application), as well as Figures 1, 7-9.

As recited in claim 1, the host system first receives a submission of a risk for reinsurance from the cedent that describes the origin of the risk for which reinsurance is being sought and that is based on information entered by the cedent. Then, the host conveys this submission to the submission to assumers of reinsurance risks who respond with an indication that they are interested in negotiating for reinsurance of the risk. The host, upon receiving this information, passes it to the cedent. The host then receives at least one negotiation reply from the cedent in response to the conveyed responses from the selected assumers. As further clarified by the amendments to claim 1, the host system stores a negotiation history of the various communications involved in the negotiation process and that includes at least the submission, the one or more responses and the at least one additional negotiation at a host system. The host system also provides an interface for viewing the stored negotiation history.

Claims 23 and 37 are directed to correspondingly similar embodiments to the method of claim 1. However, claims 23 and 37 are recited from the alternative perspectives of the network systems involved in the negotiation processes. In particular, while claim 23 is recited from the perspective of the cedent and claim 37 is recited from the perspective of the assumer, whereas claim 1 was recited from the perspective of the host system interposed between the cedent and the assumer.

Claim 40, the only other independent claim, is directed to a computer program product having computer-executable instructions for implementing the method of claim 1.

In each of the claims, it is clear that the present invention includes various negotiation stages and communications between a cedent and an assumer and that pass through a host system interposed between the cedent and the assumer which stores the negotiation history taking place. This host system, which is instrumental in facilitating the negotiation, also provides notices to the cedent and assumer regarding the negotiation. (see claims 1, 23, 37 and new claims 49-50) In some embodiments, the notices sent to the cedent and assumer(s) are in the form of email notices that include embedded URLs to the host's website, where the negotiation history can be accessed. (See new claim 48 & Specification ¶ 31).

The primary reference used to reject the claims, Wolff, is also directed to a network and system related to the insurance industry. As discussed during the interview, however, Wolff's system is quite different than the claimed invention, particularly as now presented in the amended claim. In particular, Wolff's system primarily operates as a clearing house for

presenting insurability information within a single electronic file that can be viewed by various insurers and underwriters. While it is true that Wolff discloses that insurers and reinsurers can bid on assuming an insurance risk, the bidding process is not the same as the negotiation process of the present invention. First, Wolff's process does not involve a host system interposed between a cedent and one or more assumers that stores a negotiation history or that provides an interface for viewing the negotiation history, as recited in the claims in combination with the other recited claim elements. Wolff does disclose a file assembly system 140 that can facilitate the transfer of the insurability documentation file and bid requests to insurers from the agent or wholesaler. However, it is not clear that Wolff is interposed between the agent/wholesaler and insurers with regard to the receipt of the bids from the insurers/reinsurers. In fact, according to Figures 9 and, more specifically, Figure 10 (which deals with reinsurers) it actually appears as though the bids or reinsurance offers actually bypass the insurance file assembly system altogether. (See also ¶19 in which it is clarified that the insurance carrier or their designee "communicates this rating bid to the policy request initiator.")

Furthermore, even if Wolff were to be found, for arguments sake, to teach or suggest the positioning of a host system between a cedent and an assumer, Wolff clearly fails to teach or suggest that the host system (file assembly system) stores a negotiation history regarding the negotiations taking place between the cedent and the assumer, as claimed in combination with the other recited claim elements, and as discussed during the interview, for example.

Wolff also fails to teach or suggest any negotiation process between a cedent and an assumer, such as that described above, and that would further include a host system sending notices of the negotiation process within an email to the cedent or assumer, particularly any email notice that has an embedded URL to the host website, as recited in new claim 38, for example.

Wolff also fails to teach or suggest any negotiation process, such as presented in the independent claims, and that would further include having the cedent receive a counteroffer, such as recited in claim 47. In fact, Wolff does not describe any *negotiation* at all, which is a principal feature of the present invention. Instead, Wolff merely describes that multiple rounds of bidding can occur, wherein a party "may solicit an additional round of insurability ratings bids." ¶34. "a second round of bidding from the same or other participating insurance carriers may be initiated. The second round of bids is received in the same manner as the initial round of

bids. In alternative embodiments, more rounds of bidding are performed.” ¶¶19. It will be appreciated, however, as discussed during the interview, that within negotiation practice an act of requesting additional bids, is quite different than the act recited in claim 47 of receiving a counteroffer.

Tyler, which is the only other reference used by the Examiner to reject the claims, was only used as a secondary reference in the rejection of some of the dependent claims. Accordingly, inasmuch as Tyler was not asserted in rejecting any of the independent claims, as well as for the other reasons discussed during the interview, Tyler also fails to compensate for the inadequacies of Wolff that have been addressed by this paper. Accordingly, it is clear that Wolff, when viewed alone and when viewed in combination with Tyler, fails to teach or suggest the claimed invention, as recited in the independent claims, for example. Furthermore, all of the dependent claims are also distinguished from the art of record for at least the same reasons as addressed above with regard to the independent claims from which they depend.

Accordingly, in view of the foregoing, Applicant respectfully submits that the rejections to the claims, including the dependent claims, are now moot and do not, therefore, need to be addressed individually at this time. It will be appreciated, however, that this should not be construed as Applicant acquiescing to any of the purported teachings or assertions made in the last action regarding the cited art or the pending application, including any official notice.³ In fact, as discussed during the interview, Applicant disagrees with many of the assertions made in the last action with regard to the dependent claims, as well as assertions made with regard to the purported teaches of the cited art.

³ Instead, Applicant reserves the right to challenge any of the purported teachings or assertions made in the last action at any appropriate time in the future, should the need arise. Furthermore, to the extent that the Examiner has relied on any Official Notice, explicitly or implicitly, Applicant specifically requests that the Examiner provide references supporting the teachings officially noticed, as well as the required motivation or suggestion to combine the relied upon notice with the other art of record.

In the event that the Examiner finds any remaining impediment to a prompt allowance of claims 1-12 and 22-51 and this application that may be clarified through a telephone interview, the Examiner is requested to contact the undersigned attorney(s) at 801-533-9800.

Dated this 16th day of February, 2007.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'John C. Stringham', with a stylized flourish at the end.

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